

Subdivision Agreement

This Subdivision Agreement ("Agreement") is made and entered into as of the Effective Date, defined in paragraph 12 below, by and between _____ (the "Applicant") and Polk County, a political subdivision of the State of Florida (the "County").

Recitals

WHEREAS, the Applicant has submitted an application under Section 806.A.2. of the County's Land Development Code (hereinafter "LDC," the LDC, as amended, is incorporated herein by reference and made a part hereof and all terms used herein shall have the same meaning set forth in the LDC) for conditional approval of a plat (the "Plat") of a Subdivision to be known as _____ (the "Subdivision"); and

WHEREAS, the final plat of the Subdivision shall not be recorded until the Applicant has met all applicable requirements of the LDC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Applicant and the County agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.
2. The Applicant shall well and truly construct all improvements required by the LDC, or referenced in the Engineer's Certificate (incorporated herein by reference and made a part hereof) in accordance with the standards and provisions of the LDC by _____, 20____ (the "Improvements") and as full performance security therefore has delivered the security to the County in the amount and in the form required by the LDC.
3. The Applicant guarantees that the Improvements shall be free from construction, design, and/or material defects or failures for a minimum period of one (1) year following the date of acceptance of the work for maintenance by the County (the "Warranty Period") and shall deliver the appropriate security to the County at the time, in the amount and in the form required by the LDC. The Applicant agrees to correct any such defects arising or discovered during the Warranty Period so that the Improvements thereafter comply with the standards and provisions of the LDC and this Agreement.
4. Once construction is complete, the Applicant shall submit all required record prints, record drawings, and such other documentation required by the LDC. Upon receipt of said documentation and acknowledgment by the County's Land Development Division that all necessary inspections have been completed, the County agrees, pursuant to the LDC, to issue a letter of compliance to allow the release of certificates of occupancy.
5. Should the Applicant seek and the County grant an extension of the time period established for construction of the Improvements described in paragraph 2, the Applicant shall provide the County with an instrument ensuring the completion of said Improvements within the extended period in the amount and form required by the LDC.
6. In the event the Applicant fails to make the required Improvements (or cause them to be made) according to the schedule for making those Improvements, the County shall utilize the security provided in connection with this Agreement and the LDC. The amount of security may be reduced periodically, but not more than two times during the year, subsequent to the completion, inspection and acceptance of the Improvements by the County. Where the approved completion security has been provided and the Improvements have not been installed according to the approved construction plans, the LDC or the terms of the performance security instrument, the County may, upon ten days written notice to the parties to the instrument, declare the performance security to be in default and exercise the County's rights there under. Upon default, no further permits or approval shall be granted for the project until adequate progress toward completion of the remaining Improvements is shown as determined by the County.
7. In the event the Applicant shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraphs 2 and 3 and as required by the LDC, the County shall utilize the security provided hereunder.
8. In the event the Applicant fails to fulfill its obligations under this Agreement and as required by the LDC, and the security provided hereunder is inadequate to fully remedy such failure, the Applicant shall be liable for the cost of construction, re-construction, repair, remediation, and installation of the Improvements to the final total cost including, without limitation, court costs, attorney's fees, engineering, and contingent costs, together with any damages, either direct or consequential, either not covered by or in excess of the security required by the LDC which the County may sustain as a result of the Applicant's failure to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.

9. The County shall record the Plat at such time as the plat complies with and has been approved in accordance with the provisions of the LDC.

10. If any article, section, clause, or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect. The parties agree that venue will be proper only in the courts of the Tenth Judicial Circuit, located in Polk County, Florida.

11. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

12. The effective date of this Agreement shall be the date this Agreement is executed by County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

POLK COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____, Chairman
Board of County Commissioners

Date: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

Witness

Name of Corporation

Printed Name

By: _____

Witness

Printed Name

Title: _____

Printed Name

(SEAL)

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

My Commission Expires _____